

## **The Point Concept web site check list.**

A useful list of things to check when getting your web site created.

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## Gather the essentials

### Client

Name:

Business or Organisation Name:

Email Address:

Phone Number:

URL (internet/web address):

Is the domain registration done through a third party? Yes/ No

Briefly describe your company:

### Design

Would you like us to design/redesign a logo for your company?

yes	no	maybe
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Is there a specific theme you had in mind to incorporate into the website?

Are there any colors you had in mind to incorporate into the site?

Describe the site's desired look and feel by using adjectives and short phrases:

Name a few sites that appeal to you, either competitors or sites unrelated to your industry that you feel may be relevant to the design of your site. Please comment on what you like/dislike about the design and features of these sites.

1. Company Name:

URL

2. Company Name:

URL

3. Company Name:

URL

http://

4. Company Name:

URL

http://

**Brand/Target Audience**

List any important words that you want people to associate with your company image/brand:

Target Audience: Describe what kind of users you intend to attract to your site:

Where/how do people learn about your company/product/service(s)?

Why does your target audience need this website?

**Content/Special Features**

Please check any pages/features you envision as part of your site:

**Basic:**

Home	About Us	Services
Client List	Contact Us	Directions
News	FAQS	Links
Resources	BIO's	Site Map

**Special Features:**

Flash	Video	Image Gallery
Portfolio	Illustration	Testimonials
Quotes	Map	Search
Newsletters	Upcoming Events	Online Payment
Uploads	Downloads	

**Database Solutions:**

Calendar	Articles Database	Archive Database
Create Account	Login	Shop
Products	Store	Shopping cart
Forum	Blog	RSS Feed
Custom Database	Content Managment System	

**Other**

Please list any additional or custom pages you would like to add. Also, feel free to ask any questions concerning the above features:

When does your website need to be completed and made available to the public? Are there any strategic business plans it is part of?

Will you want your site to be updated regularly?

yes	no	maybe
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Would you like us to update your site or would you like to be responsible for updates?

Update my site for me	I'll do my own updates
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Would you like to be able to easily update your own content without any special software or HTML knowledge?

yes	no	maybe
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Any additional comments are welcomed:

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Do you own any content and media (images or photographs) which you wish to include on the site?

yes	no	maybe
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Please bear in mind here that you may have material which you believe is great but, which your developer will know will not work on line. It may be that the images are the wrong file type, wrong size or wrong colours. Do not be offended if they dismiss them.

## Questions to ask the developer

- Do you have a portfolio, can we see it?
- Can we contact some of your clients?
- Do you have a project management tool (you need to be able see progress)?
- Do you have a bug management tool or system (email is a weak system for this)?
- How much time will you spend on my site?
- What is the completion date?
- Will you create a development site (this allows you to see and use the site before it is live)?
- Do you have a change request system (again email is weak on this)?
- What changes can be made at what stage?
- What is the pricing structure for changes (some developers will build a price which covers some changes)?

## Things to look for in the agreement

### Ownership and Intellectual Property Issues.

The development agreement should clearly address the issue of ownership of and intellectual property issues related to the content, screens, software, and information developed. The agreement can address:

- That the Web site developer is an independent contractor performing a work for hire that all screens, graphics, domain names, content and the look-and-feel of the site developed shall be owned solely by the company, together with all underlying software, object code, digital programming, source code, and the like;
- Provisions addressing whether the developer retains rights to use any materials or software it gains from its creation of the Web site;
- That all intellectual property developed in connection with the site will be owned solely by the client;
- That the developer in developing the site, will not infringe or violate the copyright and other intellectual property rights of third parties;
- That if the developer is bundling or using any prior intellectual property that it owns and of which it wishes to keep ownership, that the company will receive a perpetual, irrevocable, worldwide, royalty free transferable license to the same;
- Which party is responsible for securing various rights, licenses, clearances, and other permissions related to works, graphics or other copyrighted materials to be used or otherwise incorporated in the Web site; and
- That a copyright notice will be displayed on designated parts of the client's site.

### **The Development Process.**

The development agreement can address various issues associated with the development of the site, progress payments, and acceptance procedures. Such provisions could address:

- A timetable and budget for completion of the site, including specific payment milestones as progress is made on site development;
- A mechanism allowing for change orders by the company regarding the specifications for the site, without the change orders resulting in exorbitant extra costs or delays;
- That the developer will timely provide documentation and source codes for all software associated with the site;
- That the developer will train employees of the company to use and maintain the software associated with the site, both initially and at the time of each upgrade; the number of business days and the location of the training can be specified;
- That the developer assumes responsibility for transferring the site (including all software) to the company's server and (if applicable) agrees to oversee the site's installation on that server;
- That the developer provides alternative screen page shots for the client to review and decide upon;

- A commitment by the developer to a period of joint beta testing of the site and a subsequent Acceptance Testing period during which the client may evaluate the site on its premises to make sure the site functions as anticipated and in accordance with the agreement;
- That the client will have the right to reject the site if it does not meet designated specifications and the options regarding corrections at the time of a rejection; and
- That a copyright notice will be displayed on each page of the company's site;

### **Functionality of the Site.**

The development agreement should clearly specify the anticipated functionality and technological requirements from the site, including provisions that address:

- Use by the developer of the most current standards of technology in development of the site;
- The maximum download time for any web page;
- The inclusion of a user option for a low-graphics version of the site in order to minimize download time;
- The desired speed and bandwidth of the Internet connection;
- That the site be compatible with the latest versions of Internet browser software;
- That the site will be functioning 24 hours a day, seven days a week, except for scheduled maintenance/downtime;
- The number of users that will be able to simultaneously access the site as well as response time for user requests;
- How the site will be properly integrated with the company's intranet or other data server structure;
- That additions, corrections or modifications to the site may be made by the company without interference with site operations;
- The security safeguards, procedures and firewalls that the site must contain;
- The expected functionality of online credit verification and acceptance procedures; and
- The scope and procedure for the client being able to easily access, record, and compile information about the sites users and customers.

### **Problems and Corrective Measures.**

The development agreement should address the problems that may arise and the developer's duty to promptly correct such problems, including:

- The developer's duty to fix any bugs and failed links, including maximum time for correction;
- The revision of the site to comply with the functionality specifications;
- Any particular warranties or disclaimers by the developer;
- That the developer agrees to ensure that the software for the site is free of any viruses or disabling devices; and
- The rights of the client for termination of the agreement and the liability of the developer upon such termination.

### **Covenants of the Developer.**

The development agreement may impose a variety of additional duties on the developer, such as:

- That the developer will, if requested by the client, publish information about the site with a mutually agreeable set of search engines and directions;
- That the developer will not during the site development or thereafter use the client's trademarks, service marks or logos, except with the company's express written approval;
- That the developer will not use its service affiliation with the company for its own promotional purposes without prior written consent;
- That the developer will comply with all applicable laws in connection with its activities.

### **Confidentiality.**

The client will want to obligate the developer to keep all confidential or proprietary information that it learns about the client's company or its customers strictly confidential, and not use such information other than in connection with the developer's obligations under the development agreement. The agreement may also require that the developer's employees and consultants working on the site development project execute a Confidentiality and Invention Assignment Agreement. The agreement may also address the issue of whether the developer is permitted to subcontract portions of the development project.

## **Miscellaneous.**

As in any good contract, the following types of clauses should be considered for the development agreement:

- That in the event of a dispute, the prevailing party will be entitled to recoup its attorneys' fees and costs;
- Whether disputes will be handled by litigation or arbitration;
- What governing law will govern and where any disputes must be brought;
- That the contract contains the complete and entire understanding and agreement of the parties;
- That the agreement can only be amended in writing.

## **Disclaimer**

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